

AMENDMENT TO THE TERMS AND CONDITIONS OF EMPLOYMENT
AGREEMENT

THIS CONTRACT AMENDMENT is made on this this 2nd day of April 2024, between the City of Peoria ("City") and Emily Jurmu ("City Attorney").

RECITALS

WHEREAS, the Mayor and Council of the City have entered into a Terms and Conditions of Employment Agreement with the City Attorney dated March 21, 2023 (hereinafter "Agreement") for provision of those duties and functions of the City Attorney, as provided under the Peoria City Charter and Code and in accordance with Arizona Revised Statutes, Section 9-271; and

WHEREAS, the City and City Attorney desire to amend the Agreement.

Therefore, in consideration of the covenants and conditions to be performed by the City Attorney set forth in the Agreement dated March 21, 2023, the Parties agree to amend the Agreement, effective April 1, 2024, as follows:

Section 4. Amendment to Section 4

Section 4 ("Salary") shall be amended to read as follows:

City agrees to pay Employee for her services rendered pursuant hereto as City Attorney an annual Base Salary of two hundred fifty-nine thousand two hundred and fifty dollars (\$259,250) payable in installments at the same time as other employees of the City are paid.

Section 5. Amendment to Section 5

Section 5 ("Deferred Compensation") shall be amended to read as follows:

Employer agrees to pay the City Attorney deferred compensation an amount equal to Seven Percent (7%) of Base Salary per year, to be paid to the City's mandatory 401(a) plan for the City Attorney in even installments each pay period, or as a lump sum payout as wages with the election for the year to be made no later than April 8, 2024.

Employer agrees to pay twenty thousand, seven hundred and fifty dollars (\$20,750) into the City's Section 457 Deferred Compensation Plan in even installments each pay period. The City Attorney may elect to contribute additional amounts to the Section 457 Deferred Compensation Plan, pursuant to provisions

of such plan and in conformance with the provisions of the Internal Revenue Code of 1986 as amended.

Section 9. Amendment to Section 9

Section 9 (“Other Benefits”) shall be amended to read as follows:

B. The City Attorney shall be allowed to accrue vacation, sick leave, and personal leave at the rate set forth herein:

i. Vacation to be accrued at six hours ten minutes (6:10) per pay period. The maximum leave balance as of March 31 of each year shall be 420 hours. Accrued vacation hours above 420 will be forfeited as of April 1, 2025. Upon resignation in good standing, Employee shall be paid all accrued and unused vacation leave at time of resignation.

City and City Attorney agree that except solely as amended above, the terms, conditions and provisions of the Agreement and subsequent amendments thereto shall continue in full force and effect and shall apply to and shall govern this Amendment of the Agreement.

IN WITNESS HEREOF, the City of Peoria has caused this Amendment to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, and the Employee has signed and executed this Amendment, both in duplicate, the day and year first written above.

CITY OF PEORIA

CITY ATTORNEY

By: Jason Beck, Mayor

Emily Jurmu, City Attorney

ATTEST:

Agnes Goodwine, City Clerk